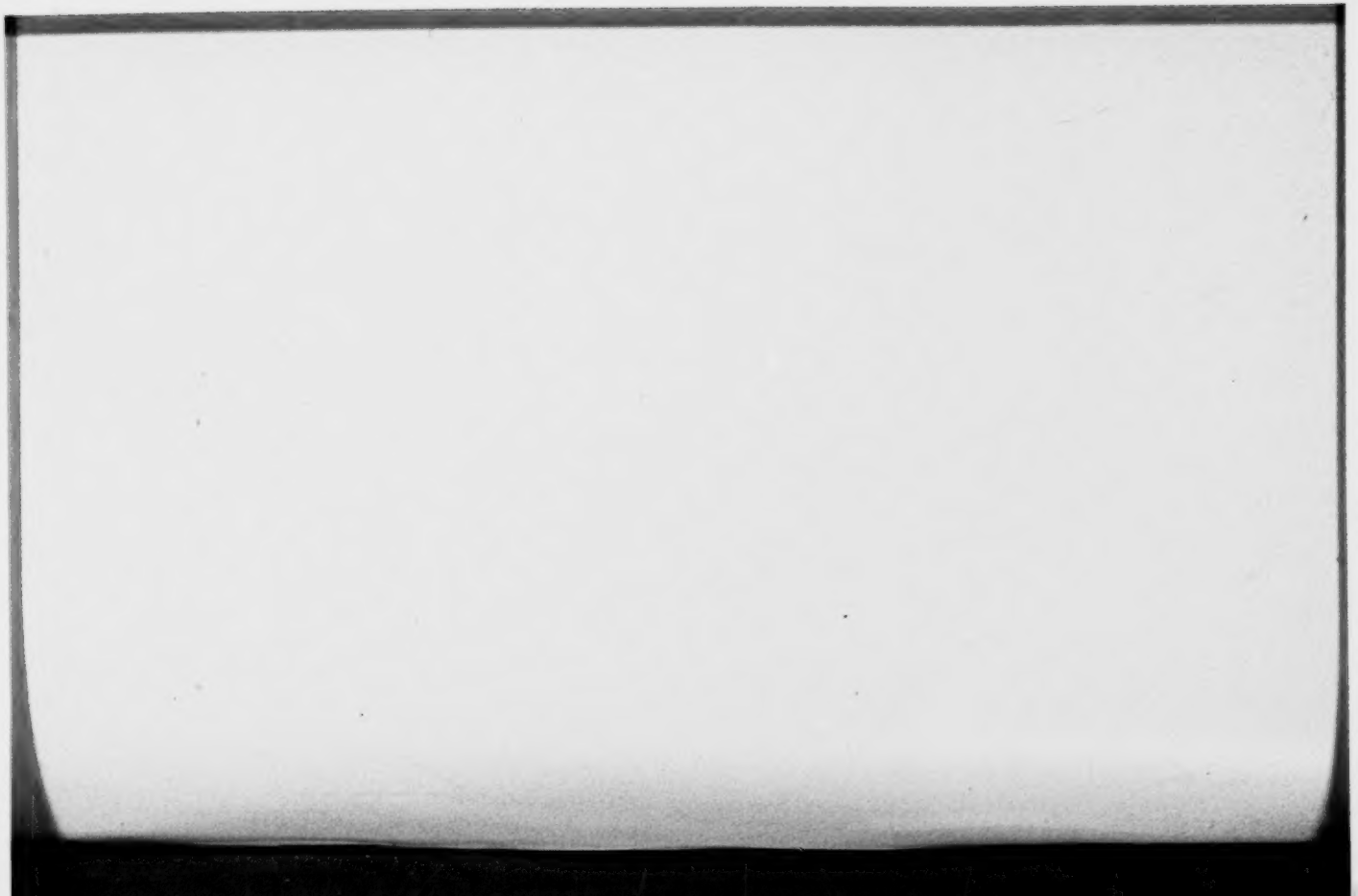

IN THE

Supreme Court of the United States.

October Term, 1900.

THE DISTRICT OF COLUMBIA, *Appellant*,

v.

COLUMBUS J. ESLIN, Administrator of DANIEL A. CONNOLLY, Deceased,

SAMUEL J. RITCHIE,

HARRIET T. GALT, Executrix of WILLIAM M. GALT, Deceased, and

WILLIAM A. GORDON and J. HOLDSWORTH GORDON, Executors of OSCEOLA C. GREEN, surviving partner of DOWNMAN & GREEN.

No. 237.

BRIEF OF ARGUMENT FOR HARRIET T. GALT, EXECUTRIX OF WILLIAM M. GALT.

I. STATEMENT OF THE CASE.

1. History of the Litigation.

This appeal is taken by the District of Columbia from four separate judgments rendered against it by the Court of Claims upon suits brought by the administrator of Daniel A. Connolly, deceased, and by three assignees of Connolly respectively.

Daniel A. Connolly was during his lifetime a large contractor with the District government, first under the Board of Public Works and then under the Commissioners of the District of Columbia.

The act which first granted jurisdiction to the Court of Claims of claims arising out of contracts with the District of Columbia was that of June 16, 1880, 21 Stat. L. 284. By section 2 of that act, it was, among other things, provided (p. 285):

"That the prosecution of all such claims shall be commenced in the Court of Claims by the filing of the petition of the claimant, as required by the rules and practice of said court, within six months from the passage of this act; and all such claims against the District of Columbia now existing, and not so filed within said time shall be forever barred," etc.

Within the six months thus limited petitions were filed respectively by Rawleigh W. Downman and Osceola C. Green (Record, pp. 4–6); William M. Galt (pp. 6–14) and Samuel J. Ritchie (pp. 15–17), all claiming to be assignees under one or several of Connolly's contracts. Neither Connolly, nor his legal representative, appeared within the time limited by the original act of 1880.

By a provision in the District of Columbia Appropriation Act of March 3, 1883, 22 Stat. L. 469, the time for filing such claims was extended for thirty (30) days from and after the approval of the act. On the last of the thirty (30) days thus allowed, viz., April 2, 1883, a petition was filed (Record, pp. 1–3) by Columbus J. Eslin, administrator of Daniel A. Connolly, the original contractor, followed successively by two amended petitions; wherein, disregarding all the assignments set up by the other parties, the administrator claimed to recover on ten (10) different contracts balances aggregating thirteen thousand two hundred and seventy-eight dollars and twenty-one cents ($13,278.21).

From time to time during the progress of the cases several of the parties died and their respective legal representatives were substituted. The cases were consol-

idated for trial (p. 15). Upon the first hearing the court found balances on several contracts to be due to the contractor, aggregating two thousand eight hundred and twenty-eight dollars and eighteen cents ($2,828.18). It also found overpayments on other contracts amounting to three thousand four hundred and eighty-six dollars and twenty-three cents ($3,486.23), leaving a balance in favor of the District of six hundred and fifty-eight dollars and five cents ($658.05) (Record, p. 20). It therefore dismissed the petitions of the three assignees, and entered judgment in favor of the District of Columbia against Columbus J. Eslin as administrator of Daniel A. Connolly, the contractor, for the balance found due—six hundred and fifty-eight dollars and five cents ($658.05) (Record, pp. 20, 21). The opinion of the court was delivered by the late Judge Scofield, October 31, 1887 (pp. 18–20).

All the claimants thereupon seasonably filed their several motions for new trial, alleging various errors of fact and law (pp. 21–27).

On the 13th of November, 1893, the court made an order granting the motions for new trial, giving leave to the parties to take further testimony and ordering an early trial of the case (p. 27).

On the 28th of May, 1894, new findings of fact were entered (pp. 28–46). The opinion of the court was delivered by Judge Davis (pp. 28, 46).

The point in which the court varied its first ruling, allowing the counter-claims, is thus stated in the opinion (pp. 47, 48):

"We now again hold that the District can recover back the overpayment; but this only as to Connolly, the contractor.

"Otherwise is it as to his assignees. Between Connolly and the defendant it may be well enough to make a general account covering all his contracts, and, after striking

a balance, to cause the defendant to pay the sum shown due him or to authorize the defendant to recover the sum due from him, as the result may be in Connolly's favor or against him. But an assignee of a contract which is profitable can not be charged with his assignor's loss upon another—entirely different and losing—contract, when, as in this case, he has furnished the money upon which the contract was completed, with the knowledge of the defendant. The rights of Connolly's assignees, therefore, are (after the assignment of which defendant had knowledge) not to be confounded with his rights or his duties or his liabilities; if his assignee's assignment be of a profitable contract upon which something now remains due and unpaid, their recovery can not be defeated by the fact that Connolly owes the District for overpayment upon another and losing contract with which the assignees are in no way connected."

At the close of the opinion it was stated (p. 48):

"During the trial it was stated that all questions between the different assignees were reserved. Judgment will therefore be suspended."

Thus matters stood when, February 13, 1895, Congress passed an act, 28 Stat. L. 664, by which it was provided that in the adjudication of claims brought under the provisions of the District Claims Act of June 16, 1880:

"The Court of Claims shall allow the rates established and paid by the board of public works; and whenever said rates have not been allowed the claimant or his personal representative shall be entitled, on motion made within sixty days after the passage of this Act, to a new trial of such cause."

Thereupon the several claims were referred to a referee. He reported that he found that the allowance of board rates showed balances due upon the several contracts amounting to thirteen thousand four hundred and fifty-eight dollars and thirty-three cents ($13,458.33). By

stipulation among the several parties an apportionment of this amount among them was reached, and judgments were entered in their favor as follows (p. 66):

"The court, upon due consideration of the premises, find for the claimants, and do order, adjudge, and decree that the said Columbus J. Eslin, as administrator of Daniel A. Connolly, deceased, do have and recover the sum of $4,841.26;

"That the said Samuel J. Ritchie do have and recover the sum of $5,339.30;

"That the said Harriet T. Galt, as executrix of William M. Galt, deceased, do have and recover the sum of $2,027.01;

"And that William A. Gordon and J. Holdsworth Gordon, as executors of Osceola C. Green, surviving partner of Downman & Green, do have and recover the sum of $1,250.76;

"Amounting in all to the sum of $13,458.33, upon debts of the District of Columbia due and payable February 1, 1876, within the intent and meaning of the Act of February 13, 1895."

These judgments were entered June 22, 1896.

On the 3d of September, 1896, the District of Columbia prayed an appeal from these judgments (p. 67). No action was then taken upon this appeal.

On the 15th of February, 1897, this court decided in the case of *District of Columbia* v. *Johnson*, 165 U. S. 330, that it was erroneous in entering judgments based upon the act of 1895 for board rates to allow interest prior to the passage of that act.

Thereupon, pending the applications for appeal, the District of Columbia, on the 25th of February, 1897, moved for a new trial (p. 68) on the ground that the Court of Claims had allowed interest contrary to the construction placed upon the act of February 13, 1895, by this court.

Pending the hearing of this motion Congress March 3, 1897, enacted as follows, 29 Stat. L. 669;

"That the act approved February 13, 1895, entitled 'An Act to amend an Act entitled "An Act to provide for the settlement of all outstanding claims against the District of Columbia, and conferring jurisdiction upon the Court of Claims to hear the same, and for other purposes," approved June 16, 1880,' be, and the same is hereby, repealed, and all proceedings pending shall be vacated and no judgment heretofore rendered in pursuance of said Act shall be paid."

Five days later, on the 8th of March, 1897, the Court of Claims, as shown in the case of *In re Hall*, 167 U.S. 38, made the following order (p. 41):

"'The act of 13 February, 1895, 28 Stat. 664, having been repealed by Congress, it is ordered in all suits brought under or subsequent to said act that motions for new trial, applications for judgments and all other papers in such suits be restored to and retained upon the files of the court without further proceedings being had.'"

Subsequently, on the 15th of January, 1900, the court entered an order overruling the motion for new trial (p. 68). In view of its order that no proceedings should be had on motions for new trial, this was equivalent to a decision that the judgments were not entered under that act but under the act of June 16, 1880.

The District of Columbia thereupon moved for and obtained an allowance of its appeal (p. 69).

2. Facts of This Claim.

We shall lay before the court in this statement only such facts as are pertinent to the claim of the appellee on whose behalf this brief is filed, leaving to counsel for other appellees the duty of developing the rights of their respective claimants.

The work for which payment is sought in this case was done on Fifth street, between D and H streets, N. E. (p. 35). It seems to have been at first erroneously credited to contract No. 243 (pp. 30–33), or to one of the two extensions thereof (pp. 34, 35). As a matter of fact neither that contract, nor either of its two extensions, nor any other of Connolly's contracts, embraces any work on this street. It was, however, recognized by the District authorities, and payment computed at the rates named in the first and second extensions of contract No. 243, which rates were (p. 35):

"The prices established and paid by the board of public works for work of a similar character, provided that payment shall be made in the bonds issued by the sinking-fund commissioners of the District of Columbia, under and by virtue of section 7 of the act of Congress approved June 20, 1874, which bonds shall be accepted and received at their par value."

So computed the value of the work amounts to two thousand three hundred and twenty-seven dollars and ninety-one cents ($2,327.91). This balance has never been paid.

As a precaution against conflicting claims, said Connolly, at the suggestion of the defendant, procured from one William Hussey, in whose contract this work was supposed to be included, an assignment dated July 31, 1876, of his interest therein, and on the same day assigned $2,327 thereof to William M. Galt, the claimant in case No. 162, upon which assignment the said Galt bases his claim in said case (p. 35). Both of these assignments are set forth in Finding XVII (pp. 45, 46).

The judgment in favor of Galt's executrix is about three hundred dollars ($300) less than the amount of the value of the work, having been thus reduced by stipulation (pp. 64, 65) with other claimants.

3. Credits Claimed by Defendant.

Although it was nowhere claimed that any payment had been made for this particular work, it appears by the Findings of Fact that the District of Columbia, defendant, claimed certain balances to be due from Connolly, the original contractor, to it, arising out of alleged overpayments to Connolly in excess of contract rates. These were as follows:

(*A*) Overpayments under contract No. 243, amounting to $8,413.55.

The contract out of which these alleged overpayments arises was made with the Board of Public Works April 24, 1872. The work required to be done by the contract was (p. 30) "to grade Massachusetts avenue, from New Jersey avenue to Lincoln square, in the city of Washington, D. C." The price to be paid for the work was, by article 10 of the contract, to be as follows (pp. 32, 33):

"Grading, thirty (30) cents for each and every cubic yard of earth, sand, or gravel excavated and hauled a distance not exceeding two hundred (200) feet, and one cent additional per cubic yard for every two hundred (200) beyond the above."

Such payments were, by article 12 (p. 33), to be "in lawful money of the United States."

After a large amount of work had been done under this contract, and several partial measurements and payments made, the work was suspended by the Board of Public Works under article 4 of the contract.

After the appointment of Commissioners under the act of June 20, 1874, at the request of Connolly work was resumed under this contract, and partial measurements and payments from time to time were made thereon (p. 33).

On May 4, 1875, a contract, styled the "First Extension of Contract No. 243," was made by the Commissioners of

the District of Columbia, who had succeeded to the Board of Public Works, with Connolly, by which it was agreed (pp. 34, 35)—

"That contract No. 243, in the series of contracts made by the board of public works of the District of Columbia, be, and the same is, hereby extended, with its various terms, conditions and stipulations, to embrace the following work, viz.:

"Grade upon the following streets, between the points named:

"B st. south, between 4th st. east and Boundary;

"C st. north, between 4th st. east and Boundary;

"A st. south, between 3d st. east and Boundary;

"D st. north, between 1st and 4th st. east;

"Delaware ave., between C st. north and Boundary;

"E st. north, between 2nd and New Jersey ave;

"6th st. east, between Mass. ave. and East Capitol st.;

"1st st. east, between C st. north and Boundary;

"or upon such and so many of these streets as the engineer of the District of Columbia shall determine. It is understood that the work herein described is in lieu of similar work relinquished on Massachusetts avenue, and the engineer aforesaid shall determine what amount of grading will be a just equivalent for work relinquished on said Massachusetts avenue, as contemplated by this agreement. And the said Daniel A. Connolly shall, under the direction of the engineer aforesaid, replace the old material on said streets—that is to say, reset the curbs and relay the brick foot pavements where necessary, according to specifications hereunto annexed.

"It is further agreed that the said Daniel A. Connolly shall receive the prices established and paid by the board of public works for work of similar character, provided that payment shall be made in the bonds issued by the sinking-fund commissioners of the District of Columbia, under and by virtue of section 7 of the act of Congress approved June 20, 1874, which bonds shall be accepted and received at their par value."

On the 6th of October, 1875, the Commissioners made a further contract with Connolly, styled "Second Extension of Contract No. 243," whereby said contract No. 243 was extended to embrace the following work (p. 35):

"Relay the old material on Massachusetts avenue, between New Jersey avenue and Lincoln square, wherever directed by the engineer of the District of Columbia.

"It is further agreed that the work herein specified shall be completed by the first day of November, 1875, under penalty of forfeiture of all right and title to perform the same."

Then follows some provisions, as in the first extension, as to receiving the prices established and paid by the Board of Public Works, and for payment in bonds of the District of Columbia.

In computing payments for the work done under said contract No. 243, or one or both of its two extensions, the rate for increased length of haul was computed at the rates established and paid by the Board of Public Works, and not at the lower rates named in the original contract. One of these payments, amounting to $2,850.52, was made December 5, 1873 (p. 33), and was, therefore, under the original contract, as it was prior to the dates of either of the extensions thereof.

The second item, containing such alleged overpayment, was paid July 7, 1875, and amounted to $2,445.32. The work therein named was done after the resumption of work in 1874 (p. 34). Whether it was done after the date of the first extension, May 4, 1875, does not appear, nor whether it is for work mentioned in the original contract, or in that extension.

Another item of overpayment is dated July 27, 1875, and is for $2,687.71 (p. 34). This work was done after May 4, 1875, and is apparently a portion of the work named in the first extension of that date.

The remaining item of alleged overpayment was paid February 2, 1876, and is for $430 (p. 34). The payment was made after the dates of both extensions, and was for work done after the date of the first extension. Whether it was also after the date of the second extension does not appear.

It will thus be seen that of these four alleged overpayments all but the first were made on contracts which expressly stipulated for the rates which were actually paid. If all the alleged overpayments were conceded to the defendant, there would still be due under this contract $936.40. If none is credited, $9,349.95 would be due (p. 34). These balances include the $2,327.91 due to Galt as assignee for work done on 5th street, between D and H streets northeast, and which forms the subject of the present claim.

(*B*) On contract No. 349 (Finding VI, p. 36) overpayments for grading and hauling in excess of contract rates were made, amounting to $783.05. If these were not credited to the District, there would be due $785.56 on this contract, but, even if so credited, there would still be due the claimant $2.51.

(*C*) In making payments under contract No. 595 an excessive payment was made amounting to $240, which was paid February 9, 1875, through the board of audit. "If this excess be credited to the defendant, the claimant would be overpaid $173.35; if not so credited, the balance in favor of the claimant is $66.65" (p. 37).

(*D*) Under contract No. 665 a payment was made amounting to $1,568.62 in excess of the contract rates. "If this alleged overpayment were credited to the defendant, the claimant would be overpaid on this contract $1,012.37; if not so credited there is still due the claimant the sum of $556.25, as claimed in the second amended petition" (p. 37).

(*E*) Under contract No. 690 certain work was provided for on two blocks on First street east, from East Capitol to B street northeast. Payments were made for work done on these two blocks in excess of the contract rates to the extent of $2,331. There would be due if this could be claimed by the District $2,300.51, being the amount of the overpayment less $30.49, a balance otherwise remaining due. It is true that work was done on three other blocks not named in the contract. On these blocks the contractor was also paid the rates established and paid by the Board of Public Works, but as no contract limited the amounts so to be paid, it will probably not be claimed that the District is entitled to recover back such alleged overpayment.

(*F*) On contract No. 828 (Finding X, p. 39) it is conceded that $300.04 remains due and unpaid.

(*G*) On contract No. 1028 (Finding XI, p. 39) certain overpayments are claimed, amounting to $300. If this alleged overpayment is credited to the defendant, there will still be due to the claimant $1,645.09. If not so credited, there is due him $1,945.09.

(*H*) It also appears by Finding XII (pp. 39–41) that the District of Columbia claimed as a counter-claim certain amounts paid to one Albert Gleason as assignee of Connolly. These items were in excess of the contract rates to the amount of $5,062.02. They were paid to Gleason as assignee. "It does not appear that Daniel A. Connolly, or his administrator, ever ratified the act of Albert Gleason in receiving overpayments on claims presented to the board of audit, or ever received any benefit therefrom" (p. 41).

A summary of all the items of credit and of the counter-claim above stated will be given at the close of our brief.

II. BRIEF OF ARGUMENT.

1. The Claim.

It is difficult to perceive in what respect this judgment falls short of being amply sustainable under the act of 1880. No special contract limited the rate of payment. The claim was very properly computed by the District authorities at the current rates then established and being paid. This is ample evidence of a *quantum meruit* under the decision of this court in the case of *Clark* v. *United States*, 95 U. S. 539.

2. Credits and Counter-Claim.

It will probably be claimed, however, on behalf of the District of Columbia, appellant here, that, while the amount for which judgment has been rendered may be due for the particular work upon which the balance appears, it is more than offset by overpayments made to the contractor, Connolly, on other contracts.

To any defense based on this ground it is submitted that the position taken by the Court of Claims in its opinion delivered by Judge Davis (Record pp. 47, 48), hereinbefore quoted, constitutes a complete response. It appears by Finding XVIII (p. 46) that "Of all the assignments and powers hereinbefore set forth the defendants had due notice." No such claim as is here asserted seems ever to have been set up against this assignment until after the institution of the present litigation.

The proposition that must necessarily be maintained on behalf of the District of Columbia in this case is in brief this: That upon a suit by an assignee for full value to recover the amount of an unquestioned balance the District of Columbia is at liberty not only to set up defenses growing out of the same contract, but to reopen settlements made with full understanding of the facts

between the contractor and the District government, and to require the assignee to sustain the validity of every such settlement.

The question need only be asked, What would be the result if the same proposition were made on behalf of a claimant to reopen similar settlements? This question is answered by the decisions of this court in *United States* v. *Adams*, 7 Wall. 463; *United States* v. *Child*, 12 Wall. 232; *United States* v. *Justice*, 14 Wall. 535; *Mason* v. *United States*, 17 Wall. 73; *Savage* v. *United States*, 92 U. S. 382, 388; *Baird* v. *United States*, 92 U. S. 430.

The work on which the present claim is based appears by paragraph 6 of the petition (p. 7) to have been done between the 4th of May, 1875, and the 22d of March, 1876. With this statement of dates the findings of the court (p. 35) and of the referee (p. 55) are in harmony. It thus appears that this work was ordered by the District, and payment promised for the same in bonds of the District of Columbia (p. 35) at a time when the balances under which it is claimed that the overpayments arise had been fully made. (See particularly the alleged overpayments claimed in Findings VII, VIII and IX.) To hold in favor of the District on this point would be to declare that there never could be a valid settlement between a contractor and the District of Columbia on old contracts so that he might be at liberty to take up new work for the District, and that no one could safely take from him an assignment of a certified voucher for the work; and that the District was at full liberty to repudiate its agreement to pay for the work in bonds of the District of Columbia after the work was done, and, instead, to go back and reopen all old and long past transactions and not only recover the amount thereof from the original contractor but to wipe out the balance due

an assignee under an otherwise perfect assignment. To such a proposition this court has never given its assent.

Another fact not to be left out of sight is that by far the greater part of the alleged overpayments herein set up were made through the board of audit, a body established by the act which abolished the Board of Public Works, and all the other branches of the territorial government (Act of June 20, 1874, 18 Stat. L. 118–120). Without claiming that this board was in its composition a strictly judicial tribunal, we submit that Congress has in the very act which gave the court jurisdiction of this class of claims sufficiently expressed its intention that settlements made by that board shall not be disturbed. Section 8 of the Act of June 16, 1880, 21 Stat. L. 286 is as follows:

"No claim shall be presented to, or considered by the Court of Claims under the provisions of this act which was rejected by the Board of Audit."

If the Court of Claims can not consider a claim which was rejected by the board of audit, neither was it in contemplation of Congress that it should disturb a settlement by that board under its lawful powers—a contingency not expressly provided for for the reason that a disturbance of such settlement was not in the contemplation of Congress.

But we go further and insist that, even if the alleged overpayments be reopened and a settlement be now made between Daniel A. Connolly and the District of Columbia upon the strict basis of contract rates, the result would be that a balance will be found due from the District of Columbia to Connolly largely exceeding the amount of $2,027.01 for which the judgment of the court below was entered, and that, therefore, the District of Columbia is in no position to maintain a counter-claim, or set-off, thereto.

In the first place the alleged overpayment made to Albert Gleason as assignee may be left out of sight as of no consequence in the case. Connolly authorized Gleason to collect all amounts due him from the District of Columbia (p. 41). Gleason collected the alleged overpayments but did not pay them over to Connolly, nor did Connolly derive any benefit therefrom. This precise question was presented to this court in 1834 in the case of *United States* v. *Jones*, 8 Pet. 387. The decision is tersely summarized in the syllabus as follows:

"An order to receive from the secretary of war any balance due under a certain contract, does not authorize a payment of what is not due; and if paid, the person giving the order is not liable to refund."

This constitutes a conclusive authority against setting up any such balances, nor did the Court of Claims admit it even upon the first trial of this case, upon which it rendered a judgment against Connolly's assignee for the sum of $658.05 (p. 20).

That opinion thus summarized the process by which that balance was found due (p. 20):

"On contracts No. 209, 231, and 1035 there is due Connolly	$ 244 18
On contract No. 243 and extensions, with the Hussey assignment	936 40
On contract No. 349	2 51
On contract No. 1028	1,645 09
Total	$2,828 18
"Overpayments to Connolly on—	
Contracts Nos. 595 and 1057, made January 27, 1875	$173 35
Contract No. 665, made February 9, 1875	1,012 37
Contract No. 690, made December 31, 1873	2,300 51
Total	$3,486 23
"Leaving a balance in favor of the District of	$658.05."

Let us analyze some of the figures of this statement and see what is the result.

Under contract No. 243 and its extensions, and including also the present claim, there is found to be due to Galt only $936.40. This result is reached by charging Connolly not only with the overpayment of $2,850.52 made December 5, 1873 (p. 33), while the original contract was the only measure of the rights of the parties, but with $2,445.32, the alleged overpayment of July 7, 1875, made (p. 33) after work had been suspended and resumed, and, still worse, with the other two items Nos. 3 and 4 (top of page 34), aggregating $3,117.71, which were for work done after the new contract of May 4, 1875 (pp. 34–35), and which was apparently not covered by the original contract of 1872.

The rates at which payment was thus made are the precise rates fixed by the contract of May 4, 1875, styled the "First Extension of Contract No. 243," which rates are (p. 35) "The prices established and paid by the board of public works for work of similar character." Surely, unless the contract of April 24, 1872, bound the parties never thereafter to agree to any higher rates, even for different work, it is impossible to sustain any claim for the recovery back of the alleged overpayments numbered 2, 3, and 4 (pp. 33, 34), especially the last two.

We, therefore, ask the court in determining the amount due on an entire re-settlement between Connolly and the District of Columbia to refuse to allow the District credit for any such overpayments as those specified in said items 2, 3 and 4 (pp. 33, 34).

If we are right in this contention, the proper mode of ascertaining the balance due under this contract is to take the amount $9,349.95 (p. 34) as the amount due on contract 243 and its extensions, and deduct therefrom only the first item of overpayment (p. 33), amounting to

$2,850.52. This would leave the amount due under contract No. 243 and its several extensions, including the amount claimed in this case, $6,499.43. Applying this rule of computation, we should make the statement of account on page 20 read as follows:

On contracts No. 209, 231 and 1035 there is due Connolly	$244 18	
On contract No. 243 and extensions, with the Hussey assignment . .	6,499 43	
On contract No. 349	2 51	
On contract No. 1028	1,645 09	
Total		$8,391 21
Overpayments to Connolly on—		
Contracts Nos. 595 and 1057, made January 27, 1875	$173 35	
Contract No. 665, made February 9, 1875	1,012 37	
Contract No. 690, made December 31, 1873	2,300 51	
Total		3,486 23
Leaving a balance in favor of Connolly of		$4,904 98

This balance is, of course, more than sufficient to pay the present claim.

It is hardly necessary to add that, if the claimant is entitled to recover anything in this case, she is entitled to recover the same with interest from 1876, as allowed by the court below. The ruling of this court against the allowance of interest applies only to allowances under the act of 1895, now repealed by that of 1897. If the claim-

ant is entitled to recover under the original District Claims Act of 1880, interest should be allowed.

The referee reported in favor of the allowance of interest from February 1, 1876 (p. 66), and the court so adjudged.

The judgment in favor of the claimant, Harriet T. Galt, executrix of William M. Galt, looked upon as a judgment in her favor under the District Claims Act of June 16, 1880, for $2,027.01, upon debts of the District of Columbia, due and payable February 1, 1876, was correct and should be affirmed.

GEORGE A. KING,
Attorney for Harriet T. Galt,
Executrix, Appellee.